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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
CEMENT MASONS & PLASTERERS
HEALTH & WELFARE TRUST,
CEMENT MASONS AND PLASTERERS
RETIREMENT TRUST, and WESTERN
WASHINGTON CEMENT MASONS
JOURNEYMAN AND APPRENTICE
TRAINING TRUST,

Plaintiffs,

v.

PACIFIC COAST CONSTRUCTION
ENTERPRISES, INC. dba PACIFIC COAST
CONCRETE, a Washington corporation,
Contractor's License No. PACIFCC921DM,
UBI No. 602 809 114,

Defendant.

NO.

**COMPLAINT TO ENFORCE TERMS
OF TRUST AGREEMENTS –
DEMAND FOR AUDIT OF PAYROLL
RECORDS - FOR DELINQUENT
FRINGE BENEFIT CONTRIBUTIONS
(ERISA)**

For their complaint, plaintiffs allege as follows:

I. PARTIES AND JURISDICTION

1. Plaintiffs are the Boards of Trustees of the Cement Masons & Plasterers Health & Welfare Trust, Cement Masons and Plasterers Retirement Trust, and Western Washington

1 Cement Masons Journeyman and Apprentice Training Trust (collectively “Trust Funds”).

2 2. The Trust Funds are joint labor-management funds created pursuant to Section
3 302(c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 186(c), and the
4 Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.* as amended
5 (“ERISA”).

6 3. Defendant Pacific Coast Construction Enterprises, Inc. dba Pacific Coast
7 Concrete (hereafter “Pacific Coast”), is a Washington corporation engaged in business in the
8 State of Washington having its principal business location at 31919 1st Avenue South, Suite
9 201, Federal Way, Washington 98003 with the Washington Secretary of State.

10 4. Jurisdiction is conferred on this court by Sections 502 and 515 of ERISA, 29
11 U.S.C. §§ 1132 and 1145.

12 5. Venue is appropriate in the Division of Seattle, King County, WA under
13 ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2).

14 **II. FIRST CAUSE OF ACTION: DEMAND FOR AUDIT OF PAYROLL RECORDS**

15 6. Plaintiff Trust Funds re-allege the facts set forth in paragraphs 1 through 5
16 above as if stated fully herein, and further allege as follows:

17 7. At all material times, Pacific Coast has been signatory to a collective
18 bargaining agreement (“CBA”) with Operative Plasterers’ and Cement Masons’ International
19 Association, Cement Masons’ Local 528 (hereafter referred to as “Local 528”), which
20 incorporates by reference the Trust Agreements for the Trust Funds.

21 8. Gerardo Moran, Owner, was authorized to legally bind and sign contracts on
22 behalf of Pacific Coast and signed the Compliance Agreement with Local 528 on March 3,

1 2018.

2 9. Pursuant to the CBA, Pacific Coast is bound by the Trust Agreements, which
3 are incorporated into the CBA by reference.

4 10. At all material times, Pacific Coast, was, and is, obligated to perform in
5 accordance with the terms of the CBAs, and the incorporated Trust Agreements.

6 11. Pacific Coast's CBA, and the incorporated Trust Agreements, authorize the
7 Trust Funds to audit contributing employers' books and records.

8 12. The Trust Funds have requested documents and payroll records necessary to
9 complete an audit of its books and records for through March 2020.

10 13. As of the date of this Complaint, Pacific Coast refuses to provide the
11 documents and payroll records necessary to complete an audit of its books and records
12 through March 2020.

13 **III. CLAIM FOR RELIEF: DELINQUENT CONTRIBUTIONS**

14 14. Plaintiff Trust Funds re-allege the facts set forth in paragraphs 1 through 13
15 above as if stated fully herein, and further allege as follows:

16 15. The CBA and Trust Agreements require Pacific Coast to make employee
17 benefit contributions to Trust Funds on behalf of Pacific Coast's employees working within
18 with the jurisdiction of the CBA.

19 16. At all material times, Pacific Coast has employed employees for whom
20 employee benefit contributions are due pursuant to the terms of the CBA and Trust
21 Agreements.

1 17. Pacific Coast has failed to timely make employee benefit contributions to the
2 Trust Funds beginning March 2018 through current.

3 18. Pacific Coast owes an unknown amount in unpaid benefit contributions for
4 March 2018 through current. The total amount of unpaid contributions due will be proven on
5 motions or at trial.

6 19. Under the terms of the Trust Agreements and CBA, and under federal statutory
7 law, Pacific Coast is obligated to pay liquidated damages, interest, reasonable attorney's fees,
8 and costs and expenses of suit.

9 20. Pacific Coast owes an unknown amount in liquidated damages, interest, and
10 attorney fees for the delinquent period of March 2018 through current. The total amount due
11 will be proven on motions or at trial.

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1 WHEREFORE, Plaintiff Trust Funds pray for judgment as follows:

- 2 A. For an order requiring Pacific Coast Construction Enterprises, Inc. dba Pacific
3 Coast Concrete to submit to an audit and provide all the documents and payroll
4 records necessary to complete an audit of its books and records through the
5 present date;
- 6 B. Judgment against Pacific Coast Construction Enterprises, Inc. dba Pacific
7 Coast Concrete for all outstanding contributions, liquidated damages, interest,
8 found to be due and owing for the period of March 2018 through current;
- 9 C. For reasonable attorneys' fees costs and expenses of suit; and
- 10 D. For such other and further relief as this court deems just and equitable.

11 DATED THIS 1st day of June, 2020.

12 /s/ Noelle E. Dwarzski
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